

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN  
AND RELATED MOTIONS

Name of Debtor(s): **Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

Case No: **20-10286**

This plan, dated **June 18, 2020**, is:

- ☐ the *first* Chapter 13 plan filed in this case.  
☒ a modified Plan, which replaces the  
☐ confirmed or ☒ unconfirmed Plan dated **April 16, 2020**.

Date and Time of Modified Plan Confirmation Hearing:  
**July 23, 2020 at 1:30 p.m.**

Place of Modified Plan Confirmation Hearing:  
**Judge Kindred's Courtroom, 200 S. Washington St., Alexandria, VA 22314**

The Plan provisions modified by this filing are:  
**Sec. 2 (Increase funding); Sec. 4 (Increase "cramdown" value of Ford F-150)**

Creditors affected by this modification are:  
**Westlake Financial Services**

**1. Notices**

**To Creditors:**

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.

**(1) Richmond and Alexandria Divisions:**

The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.

**(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.**

**(a) A scheduled confirmation hearing will not be convened when:**

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or  
(2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

**2. Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of \$ **1,475.00** per **month** for **58** months,

**beginning July 28, 2020 (Notice of Suspension of Plan Payments effective for April, May, and June 2020).**

Other payments to the Trustee are as follows: **\$2,618.26 paid-to-date over 2 months.**

The total amount to be paid into the Plan is \$ **88,168.26** .

**3. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ **3,648.00** , balance due of the total fee of \$ **5,434.00** concurrently with or prior to the payments to remaining creditors.

☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
Fauquier County Treasurer	Taxes and certain other debts	917.00	Prorata 19 months
Fauquier County Treasurer	Taxes and certain other debts	450.00	Prorata 19 months
Internal Revenue Service	Taxes and certain other debts	13,313.59	Prorata 19 months

**C. Claims under 11 U.S.C. § 507(a)(1).**

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
<b>-NONE-</b>			

**4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
Tidewater Finance Company	Household furnishings	12/2019	4,000.00	1,500.00
Westlake Financial Services	2013 Ford F-150	05/2017	20,960.11	14,500.00

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
<b>-NONE-</b>			

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
<b>-NONE-</b>			

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment &amp; Est. Term</u>
Westlake Financial Svcs.	2019 Honda Odyssey	33,449.82	5.25%	Prorata 40 months
First Service Residential	3008 Revere Street Bealeton, VA	390.00	5.25%	Prorata 40 months
Tidewater Finance Company	Household furnishings	1,500.00	5.25%	Prorata 40 months
Culligan Water	Water Treatment System	4,655.90	5.25%	Prorata 40 months
Westlake Financial Services	2013 Ford F-150	14,500.00	5.25%	Prorata 40 months

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

**5. Unsecured Claims.**

**A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 1 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
<b>-NONE-</b>		

**6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
<b>Loancare Servicing Center</b>	<b>3008 Revere Street Bealeton, VA</b>	<b>2,047.00</b>	<b>0.00*</b>	<b>0%</b>	<b>0months</b>	
			<b>See Sec. 12 Note</b>			
<b>Bay Club Resort</b>	<b>Ocean City Timeshare</b>	<b>*See Sec. 12 Note</b>	<b>0.00</b>	<b>0%</b>	<b>0months</b>	

**B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage &amp; Est. Term</u>
<b>-NONE-</b>					

**C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment &amp; Term</u>
<b>-NONE-</b>				

**7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

**A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
<b>-NONE-</b>	

**B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
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<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for</u>	<u>Estimated Cure Period</u>
<u>Arrears</u>				

-NONE-

**8. Liens Which Debtor(s) Seek to Avoid.**

- A. **The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
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-NONE-

- B. **Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
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-NONE-

**9. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

10. **Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

11. **Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

**12. Nonstandard Plan Provisions**

☐ None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.

**NOTE REGARDING LOANCARE SERVICING MORTGAGE ARREARS:** A loan modification agreement capitalizing all arrears was approved on June 2, 2020.

**NOTE REGARDING BAY CLUB RESORT REGULAR PAYMENTS:** This property is unencumbered by liens, and the annual maintenance fees are paid by family or other guests at the timeshare. The annual maintenance fees vary, but are typically between \$700 and \$800 per year.

Dated: June 18, 2020

/s/ Luis Alberto Sierra Chavez  
Luis Alberto Sierra Chavez

/s/ John C. Morgan  
John C. Morgan 30148

Debtor 1

Debtors' Attorney

/s/ Megan Rose Sierra

**Megan Rose Sierra**

Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

Certificate of Service

I certify that on June 18, 2020, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ John C. Morgan

**John C. Morgan 30148**

Signature

**98 Alexandria Pike  
Suite 10**

**Warrenton, VA 20186**

Address

**540-349-3232**

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on June 18, 2020 true copies of the foregoing Chapter 13 Plan and Related Motions were served upon the following creditor(s): **First Service Residential; Tidewater Finance Company; Westlake Financial Services; Culligan Water**

☒ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or

☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ John C. Morgan

**John C. Morgan 30148**

United States Bankruptcy Court  
Eastern District of Virginia

In re **Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

Debtor(s)

Case No. **20-10286**  
Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Culligan Water Conditioning**  
**Scott G. Clawson, CEO**  
**7094 Browntown Road**  
**Front Royal, VA 22630**

*Name of creditor*

**Water treatment System**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):
- ☒ To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.
2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: July 16, 2020

Date and time of confirmation hearing: July 23, 2020 at 1:30 p.m.

Place of confirmation hearing: 200 S. Washington St., Courtroom III, Alexandria, VA

**Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

*Name(s) of debtor(s)*

By: /s/ John C. Morgan  
**John C. Morgan 30148**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John C. Morgan 30148**

*Name of attorney for debtor(s)*

**98 Alexandria Pike**  
**Suite 10**

**Warrenton, VA 20186**

*Address of attorney [or pro se debtor]*

Tel. # **540-349-3232**

Fax # **888-612-0943**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this June 18, 2020 .

/s/ John C. Morgan

**John C. Morgan 30148**

*Signature of attorney for debtor(s)*



United States Bankruptcy Court  
Eastern District of Virginia

In re **Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

Debtor(s)

Case No. **20-10286**

Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **First Service Residential**  
**Chuck Fallon, CEO**  
**11351 Random Hills Rd, Suite 500**  
**Fairfax, VA 22030**

*Name of creditor*

**3008 Revere Street Bealeton, VA**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: July 16, 2020

Date and time of confirmation hearing: July 23, 2020 at 1:30 p.m.

Place of confirmation hearing: 200 S. Washington St., Courtroom III, Alexandria, VA

**Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

*Name(s) of debtor(s)*

By: /s/ John C. Morgan  
**John C. Morgan 30148**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John C. Morgan 30148**

*Name of attorney for debtor(s)*

**98 Alexandria Pike**  
**Suite 10**  
**Warrenton, VA 20186**

*Address of attorney [or pro se debtor]*

Tel. # **540-349-3232**

Fax # **888-612-0943**

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- ☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or  
☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this June 18, 2020 .

/s/ John C. Morgan

**John C. Morgan 30148**

*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

Debtor(s)

Case No. **20-10286**

Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Tidewater Finance Company**  
**Nathan Benson, CEO**  
**6520 Indian River Rd**  
**Virginia Beach, VA 23464**

*Name of creditor*

**Household furnishings**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):



To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.



To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due: July 16, 2020

Date and time of confirmation hearing: July 23, 2020 at 1:30 p.m.

Place of confirmation hearing: 200 S. Washington St., Courtroom III, Alexandria, VA

**Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

*Name(s) of debtor(s)*

By: /s/ John C. Morgan  
**John C. Morgan 30148**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John C. Morgan 30148**

*Name of attorney for debtor(s)*

**98 Alexandria Pike**  
**Suite 10**  
**Warrenton, VA 20186**

*Address of attorney [or pro se debtor]*

Tel. # **540-349-3232**  
Fax # **888-612-0943**

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☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this June 18, 2020 .

/s/ John C. Morgan  
**John C. Morgan 30148**  
*Signature of attorney for debtor(s)*

United States Bankruptcy Court  
Eastern District of Virginia

In re **Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

Debtor(s)

Case No. **20-10286**

Chapter **13**

**SPECIAL NOTICE TO SECURED CREDITOR**

To: **Westlake Financial Services**  
**Bret Hankey, Executive VP**  
**4751 Wilshire Blvd.**  
**Los Angeles, CA 90010**

*Name of creditor*

**2013 Ford F150; 2019 Honda Odyssey**

*Description of collateral*

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):

- ☒ To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.

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**Luis Alberto Sierra Chavez**  
**Megan Rose Sierra**

*Name(s) of debtor(s)*

By: /s/ John C. Morgan  
**John C. Morgan 30148**  
*Signature*

☒ Debtor(s)' Attorney  
☐ Pro se debtor

**John C. Morgan 30148**

*Name of attorney for debtor(s)*

**98 Alexandria Pike**  
**Suite 10**  
**Warrenton, VA 20186**

*Address of attorney [or pro se debtor]*

Tel. # **540-349-3232**

Fax # **888-612-0943**

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☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this June 18, 2020 .

/s/ John C. Morgan  
**John C. Morgan 30148**  
*Signature of attorney for debtor(s)*

Fill in this information to identify your case:

Debtor 1 Luis Alberto Sierra Chavez

Debtor 2 Megan Rose Sierra  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 20-10286  
(If known)

Check if this is:

- ☒ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

##### 1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

##### Employment status

##### Occupation

##### Employer's name

##### Employer's address

##### Debtor 1

- ☒ Employed  
☐ Not employed

Self-employed

Sierra Painting LLC

3008 Revere Street  
Bealeton, VA 22712

How long employed there?

5 months

##### Debtor 2 or non-filing spouse

- ☒ Employed  
☐ Not employed

Office Manager

NASDDDS

301 N Fairfax Street, Suite 101  
Alexandria, VA 22314

11 Years

#### Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>0.00</u>	\$ <u>5,848.22</u>
3. Estimate and list monthly overtime pay.	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	\$ <u>0.00</u>	\$ <u>5,848.22</u>

Debtor 1 **Luis Alberto Sierra Chavez**  
Debtor 2 **Megan Rose Sierra**Case number (if known) **20-10286**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>0.00</b>	\$ <b>5,848.22</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>0.00</b>	\$ <b>857.86</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>0.00</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>0.00</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>0.00</b>
5e. Insurance	5e. \$ <b>0.00</b>	\$ <b>405.30</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>0.00</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>0.00</b>
5h. Other deductions. Specify:	5h.+ \$ <b>0.00</b>	+ \$ <b>0.00</b>
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>0.00</b>	\$ <b>1,263.16</b>
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <b>0.00</b>	\$ <b>4,585.06</b>
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>3,849.02</b>	\$ <b>0.00</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>0.00</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>0.00</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>0.00</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>0.00</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>0.00</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>0.00</b>
8h. Other monthly income. Specify: <b>Pro-rated Tax Refunds</b>	8h.+ \$ <b>400.00</b>	+ \$ <b>0.00</b>
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>4,249.02</b>	\$ <b>0.00</b>
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>4,249.02</b> + \$ <b>4,585.06</b>	= \$ <b>8,834.08</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:		
	11. +\$	<b>0.00</b>
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12. \$	<b>8,834.08</b>
<b>13. Do you expect an increase or decrease within the year after you file this form?</b>		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain:		

Combined monthly income



Fill in this information to identify your case:

Debtor 1 Luis Alberto Sierra Chavez

Debtor 2 Megan Rose Sierra  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 20-10286  
(If known)

Check if this is:

- ☒ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes.

Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

1

☐ No  
☒ Yes

Daughter

4

☐ No  
☒ Yes

Son

6

☐ No  
☒ Yes

Daughter

12

☐ No  
☒ Yes

Son

13

☐ No  
☒ Yes

Daughter

15

☐ No  
☒ Yes

3. Do your expenses include expenses of people other than yourself and your dependents?

☒ No

☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 2,043.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

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4c.	Home maintenance, repair, and upkeep expenses	4c. \$	<u>0.00</u>
4d.	Homeowner's association or condominium dues	4d. \$	<u>90.00</u>
5.	<b>Additional mortgage payments for your residence</b> , such as home equity loans	5. \$	<u>0.00</u>

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Debtor 2 **Megan Rose Sierra**

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<b>6. Utilities:</b>								
6a. Electricity, heat, natural gas	6a. \$	<b>250.00</b>						
6b. Water, sewer, garbage collection	6b. \$	<b>230.00</b>						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<b>290.00</b>						
6d. Other. Specify: _____	6d. \$	<b>0.00</b>						
<b>7. Food and housekeeping supplies</b>	7. \$	<b>1,050.00</b>						
<b>8. Childcare and children's education costs</b>	8. \$	<b>1,900.00</b>						
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<b>100.00</b>						
<b>10. Personal care products and services</b>	10. \$	<b>50.00</b>						
<b>11. Medical and dental expenses</b>	11. \$	<b>425.00</b>						
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<b>500.00</b>						
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<b>0.00</b>						
<b>14. Charitable contributions and religious donations</b>	14. \$	<b>60.00</b>						
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	<b>0.00</b>						
15b. Health insurance	15b. \$	<b>0.00</b>						
15c. Vehicle insurance	15c. \$	<b>270.00</b>						
15d. Other insurance. Specify: _____	15d. \$	<b>0.00</b>						
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <b>Personal Property Taxes, Inspections &amp; Tags</b>								
	16. \$	<b>100.00</b>						
<b>17. Installment or lease payments:</b>								
17a. Car payments for Vehicle 1	17a. \$	<b>0.00</b>						
17b. Car payments for Vehicle 2	17b. \$	<b>0.00</b>						
17c. Other. Specify: _____	17c. \$	<b>0.00</b>						
17d. Other. Specify: _____	17d. \$	<b>0.00</b>						
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>								
	18. \$	<b>0.00</b>						
<b>19. Other payments you make to support others who do not live with you.</b>								
	\$	<b>0.00</b>						
Specify: _____								
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>								
20a. Mortgages on other property	20a. \$	<b>0.00</b>						
20b. Real estate taxes	20b. \$	<b>0.00</b>						
20c. Property, homeowner's, or renter's insurance	20c. \$	<b>0.00</b>						
20d. Maintenance, repair, and upkeep expenses	20d. \$	<b>0.00</b>						
20e. Homeowner's association or condominium dues	20e. \$	<b>0.00</b>						
<b>21. Other:</b> Specify: _____	21. +\$	<b>0.00</b>						
<b>22. Calculate your monthly expenses</b>								
22a. Add lines 4 through 21.	<div style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>\$</td> <td><b>7,358.00</b></td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td><b>7,358.00</b></td> </tr> </table> </div>		\$	<b>7,358.00</b>	\$		\$	<b>7,358.00</b>
\$			<b>7,358.00</b>					
\$								
\$	<b>7,358.00</b>							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
<b>23. Calculate your monthly net income.</b>								
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	<b>8,834.08</b>						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<b>7,358.00</b>						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .								
	23c. \$	<b>1,476.08</b>						
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes.	Explain here: _____							

Commonwealth of Virginia  
P.O. Box 2156  
Richmond, VA 23218-0610

Acima Credit  
9815 S Monroe St. Fl. 4  
Sandy, UT 84070

ADT Security Services  
P.O. Box 650485  
Dallas, TX 75265-0485

Affirm Inc.  
650 California St. Fl. 12  
San Francisco, CA 94108

American Collection Ent.  
6094d Franconia Rd  
Alexandria, VA 22310

AT&T  
P.O. Box 536216  
Atlanta, GA 30353

AT&T  
P.O. Box 5019  
Carol Stream, IL 60197

AT&T Mobility  
P.O. Box 536216  
Atlanta, GA 30353

Bank of America  
P.O. Box 982238  
El Paso, TX 79998

Bank Of America, N.A.  
P.O. Box 45144  
Jacksonville, FL 32231

Bank of America, N.A.//Clover  
P.O. Box 660933  
Dallas, TX 75266-0933

Bloom/dsnb  
P.O. Box 8218  
Mason, OH 45040

Brcllys Bank DE  
P.O. Box 8803  
Wilmington, DE 19899

Cap One/helzb  
P.O. Box 30253  
Salt Lake City, UT 84130

Capital One  
Attn: Bankruptcy  
P.O. Box 30285  
Salt Lake City, UT 84130

Capital One Bank  
P.O. Box 30281  
Salt Lake City, UT 84130

Cb Indigo/gf  
P.O. Box 4499  
Beaverton, OR 97076

Children's National Med. Ctr.  
P.O. Box 744783  
Atlanta, GA 30374-4783

Children's National Med. Ctr.  
111 Michigan Ave. NW  
Washington, DC 20010

Comcast  
P.O. Box 3005  
Southeastern, PA 19398-3005

Comcast  
P.O. Box 70219  
Philadelphia, PA 19176

Comenity Bank/arhaus  
P.O. Box 182789  
Columbus, OH 43218

Comenity Bank/pttrybrn  
P.O. Box 182789  
Columbus, OH 43218

Comenitybank/victoria  
P.O. Box 182789  
Columbus, OH 43218

Comenitybk/a&f  
P.O. Box 182789  
Columbus, OH 43218

Comenitybk/williamsnom  
P.O. Box 182789  
Columbus, OH 43218

Commonwealth of Virginia  
Department of Taxation  
P.O. Box 2156  
Richmond, VA 23218

Credence Resource Management  
P.O. Box 1253  
Southgate, MI 48195-0253

Credit Collection Services  
725 Canton Street  
Norwood, MA 02062-2679

Credit One Bank  
P.O. Box 60500  
City of Industry, CA 91716

Culligan Water Conditioning  
7094 Browntown Road  
Front Royal, VA 22630

Directv  
P.O. Box 105249  
Atlanta, GA 30348

Dominion Energy  
P.O. Box 26543  
Richmond, VA 23261

Dominion Hospital  
P.O. Box 740760  
Cincinnati, OH 45274-0760

Duncan Rose  
4475 Bacon Street  
Bealeton, VA 22712

Enterprise Holdings  
Attn: Candace Cash  
14002 East 21st St., Ste.1500  
Tulsa, OK 74134

ERC  
P.O. Box 23870  
Jacksonville, FL 32241-3870

Express Lanes  
386 S. Pickett Street  
P.O. Box 22147  
Alexandria, VA 22304-4704

Fairfax Collision Center  
4211 Henninger Court  
Chantilly, VA 20151

Fauquier County Library  
11 Winchester Street  
Warrenton, VA 20186

Fauquier County Treasurer  
29 Ashby Street  
Warrenton, VA 20186

Fauquier Hospital  
500 Hospital Drive  
Warrenton, VA 20186

First Premier Bank  
3820 N Louise Avenue  
Sioux Falls, SD 57107

First Premier Bank  
3820 N Louise Ave.  
Sioux Falls, SD 57107

First Service Residential  
11351 Random Hills Rd  
Suite 500  
Fairfax, VA 22030

I.C. System, Inc  
P.O. Box 64378  
Saint Paul, MN 55164

Inova  
P.O. Box 37013  
Baltimore, MD 21297-3013

Inova Fair Oaks Hospital  
3600 Joseph Siewick Dr  
Fairfax, VA 22030

Inova Fairfax Hospital  
3300 Gallows Rd.  
Falls Church, VA 22042

INOVA Health Care Services  
2990 Telestar Ct.  
Falls Church, VA 22042

Internal Revenue Service  
P.O. Box 7346  
Philadelphia, PA 19101

L.L. Bean  
P.O. Box 1847  
Albany, NY 12201-1847

Lawn Doctor  
P.O. Box 5407  
Fredericksburg, VA 22403

Loancare Servicing Center  
3637 Sentara Way  
Virginia Beach, VA 23452

Maryland Transportation Auth.  
P.O. Box 17600  
Baltimore, MD 21297



MDG: Consumer Financing  
PMB# 1993  
Wilmington, DE 19808

MDTA  
P.O. Box 17600  
Baltimore, MD 21297-7600

Midland Credit  
320 East Big Beaver  
Troy, MI 48083

Mintbrook CA  
P.O. Box 62010  
Newark, NJ 07101

Nordstrom/TD Bank Usa  
13531 E. Caley Avenue  
Englewood, CO 80111

Novant Health UVA Health Syst  
Haymarket Medical Center  
PO Box 603424  
Charlotte, NC 28260-3424

Payday Loan - NEW

Pediatric Specialists of VA  
P.O. Box 37011  
Baltimore, MD 21297-3011

PediatricCare of Northern VA  
8640 Sudley Road Suite 306  
Manassas, VA 20110

Portfolio Recovery  
120 Corporate Blvd. Ste. 100  
Norfolk, VA 23502

Receivables Outsourcing  
P.O. Box 549  
Lutherville Timonium, MD 21094

RGS Financial  
1700 Jay Ell Dr. Ste. 200  
Richardson, TX 75081

Smile Brands  
100 Spectrum Center Drive  
Suite 1500  
Irvine, CA 92618

Syncb/Care Credit  
c/o P.O. Box 965036  
Orlando, FL 32896

Syncb/Lowes  
P.O. Box 956005  
Orlando, FL 32896

Syncb/Lumber Liquidators  
c/o P.O. Box 965036  
Orlando, FL 32896

Syncb/Old Navy  
P.O. Box 965005  
Orlando, FL 32896

Syncb/Toysrus  
P.O. Box 965005  
Orlando, FL 32896

TD Auto Finance  
P.O. Box 9223  
Farmington, MI 48333

Td Bank Usa/Target  
P.O. Box 673  
Minneapolis, MN 55440

Tidewater Finance Company  
6520 Indian River Rd  
Virginia Beach, VA 23464

True Accord  
303 2nd Street, Suite 750  
San Francisco, CA 94107

United Consumers Inc  
PO Box 4466  
Woodbridge, VA 22194-4466

Verizon  
500 Technology Drive  
Weldon Spring, MO 63304

Verizon  
500 W. Technology Dr.  
Suite 550  
Weldon Spring, MO 63304

Virginia Medical Transport  
P.O. Box 744719  
Atlanta, GA 30374

Westlake Financial Services  
4751 Wilshire Blvd.  
Los Angeles, CA 90010

Westlake Financial Svcs.  
4751 Wilshire Blve, Suite 100  
Los Angeles, CA 90010

Xfinity  
P.O. Box 21428  
Eagan, MN 55121-0428